

Affidavit of Christopher C. Nee, Esq.

EXHIBITS 25-32

EXHIBIT 25

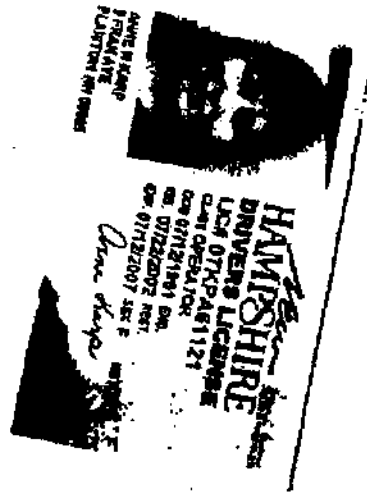
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CONFIDENTIAL



OFFICIAL CHECK

BANK OF NEW HAMPSHIRE
A division of Banknorth, N.A.
DAVID K. KARP

RESERVE

DATE _____

PAY TO THE ORDER OF **BOSTON HARLEY-DAVIDSON**

*******18,585.00*******

*******18,585*DOLLARS*AND*00*CENTS*******

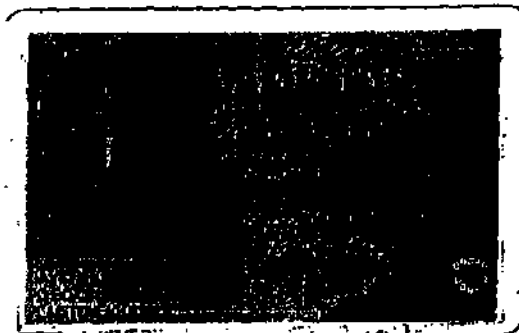
DRAWN: BOSTON, MA

Diana F. Knight

Issued by Integrated Payment Systems Inc., Brighton, Colorado
Bank of New Hampshire, N.A.

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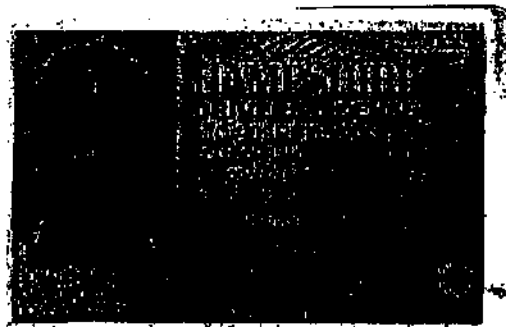
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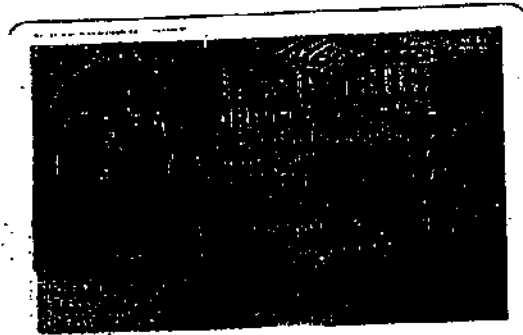
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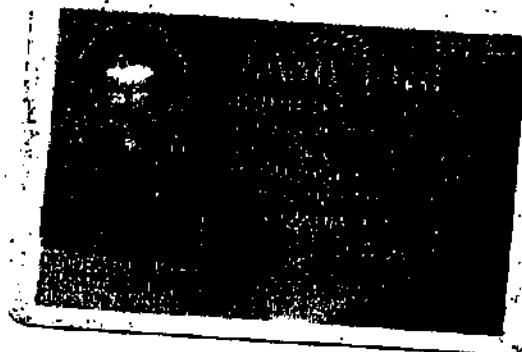
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EXHIBIT 26



Harley-Davidson Motor Company, 3700 West Juneau Ave., PO Box 653, Milwaukee, WI 53201 414/342-4680

April 20, 2004

BY CERTIFIED MAIL - RETURN RECEIPT REQUIRED

Cycle-Craft Co., Inc.
1760 Revere Beach Parkway
Everett, MA 02149
Attention: John F. Atwood, President and Dealer Operator

Re: Notice of Dealer Contract Termination

Dear Mr. Atwood:

This is to notify you that the September 19, 2000 Dealer Contract between Cycle-Craft Co., Inc. ("Cycle-Craft") and Harley-Davidson Motor Company ("Harley-Davidson") is hereby terminated effective sixty days from the date of your receipt of this letter, pursuant to Sections M.4 and M.6 of the General Conditions of that Contract. You are further notified that Cycle-Craft's Dealer Contract of same date for the sale of Buell Products will also terminate at that time pursuant to Section N.3 of that Contract and for the reasons set forth herein. As summarized herein, termination of the Dealer Contracts is based upon: (1) Cycle-Craft's repeated submission of false sales reports and information to Harley-Davidson; (2) Cycle-Craft's repeated sale of Harley Davidson Products to non-retail purchasers; and (3) Cycle-Craft's failure to complete and maintain pre-delivery inspection reports and sales and warranty registration forms for new motorcycles sold by the dealership, each instance of which constitutes a direct and material violation Cycle-Craft's contractual obligations to Harley-Davidson.

As you know, Harley-Davidson recently completed an inspection of certain Cycle-Craft sales records in accordance with Section J.6 of the General Conditions of the Harley-Davidson Dealer Contract ("Dealer Contract"). The results of this audit are set forth under separate cover to you dated April 19, 2004, a copy of which is enclosed herewith and incorporated by reference. The audit revealed numerous instances in which Cycle-Craft falsely reported the identity of the purchaser, the date of the purchase, and/or other information, including designating the sale as retail. Specifically, retail sales were reported by Cycle-Craft before they actually occurred and under false names. In a number of instances, Cycle-Craft used names of employees and/or their family members, falsely reporting sales to such individuals. Moreover, a substantial number of Cycle-Craft sales were falsely reported as having been made to retail customers, when in fact they were made to wholesalers and/or unauthorized dealers. Finally, our review of Cycle-Craft records during the audit showed that numerous customer files did not contain proper records of pre-delivery inspection and/or sales and warranty registration forms for new motorcycle sales.

Cycle-Craft Co., Inc.

April 19, 2004

Page 2

Cycle-Craft's conduct violates core Harley-Davidson values, and hence, core provisions of the Dealer Contract. Section A of the General Conditions of that Contract identifies its "Purposes and Objectives" - namely, to sell and service Harley-Davidson Products in a manner consistent with the company's Values, Issues, Vision and Mission. The first-listed Harley-Davidson Value is: "Tell the Truth." From Cycle-Craft's conduct, it is clear that it does not share this value, and has repeatedly violated this fundamental covenant of the Dealer Contract.

The Dealer Contract General Conditions further provide (Section J.2) that "Dealer will cooperate with Seller in furnishing inventory, retail sales and other statistical reports as may reasonably be requested by Seller from time to time." By falsifying its sales reports to Harley-Davidson, Cycle-Craft has plainly failed to cooperate in the provision of this information, and has otherwise violated Section F.7 of the General Conditions and related Harley-Davidson policies concerning the proper completion of Sales and Warranty Registration Forms. Additionally, by selling Products to wholesalers and/or unauthorized dealers, Cycle-Craft has directly violated Section B.6 of the General Conditions, which states: "Dealer shall not sell Harley-Davidson Products for resale to non-retail customers other than United States authorized Harley-Davidson dealers." Lastly, by failing to maintain proper records of pre-delivery inspections and sales and warranty registration forms, Cycle-Craft has violated Sections F.1, F.2 and F.7 of the General Conditions of the Dealer Contract and related Harley-Davidson policies.

Under these circumstances, Harley-Davidson has the right to terminate the Dealer Contract according to its terms. Specifically, Section M.4(b) of the General Conditions gives Harley-Davidson the right to terminate the Dealer Contract on thirty-days notice in the event that "Dealer submits to Seller any application, claim, report, record or other information which is fraudulent or contains any material misrepresentation by Dealer." Further, under Section M.6(c), Harley-Davidson has the right of termination on sixty-days notice whenever it "reasonably believes that the Dealer, Dealer Operator or any Owner(s) has failed, refused or neglected to conform his or her conduct (whether personal or business) with Seller's Mission, standards of good citizenship or generally acceptable behavior in contemporary society or the local community, in a way that may adversely affect the Ownership, operation, management, reputation, business, goodwill or interests of Dealer or Seller or may impair the goodwill associated with the Trademarks." In this regard, Harley-Davidson believes that by engaging in non-retail sales and submitting false sales reports, which reports appear designed to obtain an unfair allocation of Products and/or to conceal non-retail transactions from Harley-Davidson, Cycle-Craft has failed to conform its conduct to the standards referenced in Section M.6(c). Finally, Section M.6(f) of the General Conditions allows Harley-Davidson to terminate the Dealer Contract upon any "[b]reach, violation or failure to fulfill any of Dealer's other responsibilities under this Contract." As set forth above, Cycle-Craft's submission of false sales reports and its sales to wholesalers violates both the letter and the spirit of the Dealer Contract.

Cycle-Craft Co., Inc.

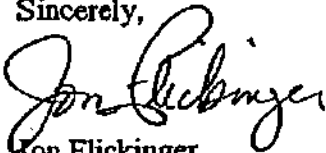
April 19, 2004

Page 3

As noted above, termination of the Dealer Contracts shall be effective sixty days following your receipt of this notice. In the meantime, pursuant to the Dealer Contract and applicable policies, the sales referenced in the audit report will be deducted from your new motorcycle allocation. All factory incentives and allowances on these motorcycles will be charged-back against your account, and a summary of these charge-backs is included with this letter. Further, please take note of Cycle-Craft's post-termination obligations under Section M.7 of the General Conditions of each of the Harley-Davidson and Buell Dealer Contracts, which provisions will be strictly enforced.

While Harley-Davidson is committed to exercising its termination rights as referenced above, we nevertheless wish to achieve as smooth and professional a transition as possible. To that end, please contact me at your convenience to discuss how this may be achieved.

Sincerely,



Jon Flickinger

Vice President

North American Sales and Dealer Services

EXHIBIT 27

VOLUME: I
PAGES: 176
EXHIBITS: See Index

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

	X	
CYCLE-CRAFT CO., INC.,	X	
d/b/a BOSTON	X	
HARLEY-DAVIDSON/BUELL,	X	
Plaintiff	X	
	X	CASE NO.
vs.	X	04 11402 NMG
	X	
HARLEY-DAVIDSON MOTOR	X	
COMPANY, INC., and BUELL	X	
DISTRIBUTION COMPANY, LLC,	X	
Defendants	X	

VIDEOTAPED DEPOSITION of
KENNETH MCPHEE, taken pursuant to the
applicable provisions of the Federal Rules
of Civil Procedure, before Jill Kourafas,
Certified Shorthand Reporter and Notary
Public in and for the Commonwealth of
Massachusetts held at the Law Offices of
Bingham McCutchen, 150 Federal Street,
Boston, Massachusetts, on May 2, 2005,
commencing at 9:17 a.m.

REPORTERS, INC.
GENERAL & TECHNICAL COURT REPORTING
23 MERRYMOUNT ROAD, QUINCY, MA 02169
617.786.7783/FACSIMILE 617.786.7723

1 Sundays.

2 Q. What discussion was there relating to this
3 offer to employees that you recall at the
4 managers meeting?

5 A. Ron made the offer that if people were
6 interested in buying a new motorcycle that
7 he would -- made the offer to sell them a
8 unit at \$500 over dealer cost.

9 Q. Did you understand that the purpose of this
10 or the goal of this was to unload the
11 inventory by the end of the model year?

12 MR. REHNQUIST: Objection.

13 A. I understood that we were trying to sell
14 units, yes.

15 Q. You were trying to sell units, new units by
16 the end of the model year?

17 A. Yes.

18 Q. Did Mr. Buchbaum indicate that that was
19 something that he considered to be important
20 to get those units sold by the end of the
21 model year?

22 A. Yes.

23 Q. Did that sale or offer of units at \$500 over
24 invoice allow the dealership to sell all of

1 its remaining 2003 inventory by the end of
2 the model year?

3 MR. REHNQUIST: Object to the form.

4 A. No.

5 Q. And was another offer made at some point?

6 A. Yes.

7 Q. Is that the offer you referred to at the top
8 of Page 6 of your declaration in
9 Paragraph 19?

10 A. Yes.

11 Q. So, Mr. Buchbaum essentially dropped the
12 price to dealer cost without any markup at
13 some point?

14 A. Yes.

15 Q. How long before the end of the model year do
16 you recall that offer was made?

17 A. Approximately maybe two weeks.

18 Q. How was that offer conveyed?

19 A. Same way, morning managers meeting.

20 Q. And then the managers conveyed it, to your
21 knowledge, to other employees?

22 A. Yes.

23 Q. Do you recall anything in writing relating
24 to either of these two offers, either

EXHIBIT 28

VOLUME: I
PAGES: 55
EXHIBITS: See Index

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

	X	
CYCLE-CRAFT CO., INC.,	X	
d/b/a BOSTON	X	
HARLEY-DAVIDSON/BUELL,	X	
Plaintiff	X	
	X	CASE NO.
vs.	X	04 11402 NMG
	X	
HARLEY-DAVIDSON MOTOR	X	
COMPANY, INC., and BUELL	X	
DISTRIBUTION COMPANY, LLC,	X	
Defendants	X	

VIDEOTAPED DEPOSITION OF MICHAEL BLOOM,
taken pursuant to the applicable provisions
of the Federal Rules of Civil Procedure,
before Jill Kourafas, Certified Shorthand
Reporter and Notary Public in and for the
Commonwealth of Massachusetts held at the
Law Offices of Bingham McCutchen,
150 Federal Street, Boston, Massachusetts,
on May 2, 2005, commencing at 3:10 p.m.

REPORTERS, INC.
GENERAL & TECHNICAL COURT REPORTING
23 MERRYMOUNT ROAD, QUINCY, MA 02169
617.786.7783/FACSIMILE 617.786.7723

1 A. No.

2 Q. Did you or your wife or your son or your
3 daughter fill out any forms or paperwork for
4 the purchase of a new motorcycle from
5 Cycle-Craft in July of '03?

6 A. I did not, my wife did not, my son did not
7 and, to the best of my recollection, my
8 daughter did not.

9 Q. Did any of you put down a deposit for a new
10 motorcycle to be purchased from Cycle-Craft
11 in July of '03?

12 A. I did not.

13 Q. To your knowledge, did your wife, daughter
14 or son?

15 A. Not that I'm aware of.

16 Q. Now, what was the understanding that you
17 said was reached? You said there was some
18 understanding regarding a purchase of a
19 motorcycle?

20 A. Yeah, that we could purchase motorcycles at
21 a discounted rate, and also that there's no
22 guarantee we are going to get those
23 motorcycles 'cuz if they were sold to a
24 retail customer, they were gonna be sold.

1 Q. So, is this an offer that Mr. Buchbaum made?

2 A. Yes.

3 Q. And was it made to you as well as others?

4 A. Yes, it was.

5 Q. Was it made in or around July of '03?

6 A. Yes, it was.

7 Q. Do you remember what the discounted rate
8 was?

9 A. We were told it would be above -- a little
10 above cost. To me, I didn't know what that
11 was at the time, but it sounded like a
12 fantastic deal.

13 Q. Did you promise anyone that you would
14 purchase a motorcycle in July of '03?

15 A. What do you mean by that?

16 MR. REHNQUIST: Object to the
17 form.

18 Q. Did you promise Mr. Buchbaum that you would
19 buy a motorcycle in July of '03?

20 A. I would buy the motorcycles if they were
21 available to me. I never promised him,
22 because the understanding was that they
23 could be sold and we couldn't get them. But
24 if they were not sold, we were gonna get

1 motorcycle from the dealership?

2 A. No.

3 Q. Did your daughter Lissa indicate to anyone
4 at the dealership that she would buy a
5 motorcycle from the dealership?

6 MR. REHNQUIST: Objection;
7 foundation.

8 Q. You can answer.

9 A. My daughter was going to take the course to
10 buy a motorcycle, so --

11 Q. Take the course?

12 A. There's a Rider's Ed. course, they call it.
13 She wanted to learn how to ride a motorcycle
14 and she was going to buy a motorcycle and
15 she was talking about several different
16 models and coming to me.

17 But what was your question, did
18 she --

19 Q. Whether she indicated to anyone at the
20 dealership that she would buy a motorcycle.

21 A. You'd have to -- I don't know. I mean, she
22 indicated to me she would, but I don't know
23 anyone else in the dealership that she
24 talked with.

1 Q. How about your son Matt, did he indicate
2 that he would buy a motorcycle from the
3 dealership?

4 A. Absolutely.

5 Q. Who did he say that to?

6 A. To me.

7 Q. Did he pick one out?

8 A. I picked it out, but again, I don't know
9 what the model was, because he's 6-foot-7,
10 6-foot-8, so it would have to be a big
11 motorcycle, it wouldn't be a Sportster or a
12 little bike.

13 Q. Did he fill out any paperwork committing to
14 buy a motorcycle?

15 A. Not that I know of, no.

16 Q. Did you?

17 A. No.

18 Q. And, to your knowledge, your wife and
19 daughter did not either fill out --

20 A. I already told you that, no, they did not.

21 Q. Do you know what an "SWR Form" is?

22 A. Yes.

23 Q. What is it?

24 A. It's a paper that once a motorcycle is sold,

EXHIBIT 29

Volume: I

Pages: 1-117

Exhibits: 1-3

UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

CYCLE-CRAFT COMPANY, INC.,)

d/b/a BOSTON)

HARLEY-DAVIDSON/BUELL,)

Plaintiff)

vs.)

HARLEY-DAVIDSON MOTOR COMPANY,)

INC., AND BUELL DISTRIBUTION)

COMPANY, LLC,)

Defendants.)

VIDEO DEPOSITION OF JAMIE E. MCGRATH

DATE: MAY 20, 2005

TIME: 9:08 A.M.

PLACE: BINGHAM MCCUTCHEN LLP

150 FEDERAL STREET

BOSTON, MA 02110

MEDEIROS STENO & VIDEO GROUP

"THE TRAVELING REPORTER FOR THE TRAVELING LITIGATOR SINCE 1988"

*Boston: 617.590.9767

*New York:/NJ 646.413.4499

*Florida 305.321.7414

*E-mail: depo@gomedeiros.com



*Depositions

*Arbitrations

*E-transcript

*V ideo

*MA *CT *NY *NJ *FL

1 and buy three to five motorcycles at a time with or
2 on behalf of friends or acquaintances and it is not
3 particularly unusual for a single individual to
4 represent a number of buyers." Do you see that
5 written there?

6 A. Yes.

7 Q. And I believe you testified to Miss
8 Singh's questioning that you remembered a couple of
9 instances where that had happened before?

10 A. Yeah.

11 Q. And you specifically remember the 19 bikes
12 to Florida?

13 A. Yeah.

14 Q. And then a police officer who would come
15 in with friends?

16 A. Yes.

17 Q. Do you remember any other instances?

18 A. I don't remember. I know that there were
19 other instances, I don't remember specifically what
20 they were, but I do remember that it happened. I
21 don't remember the names, though.

22 Q. But you can't identify the names?

23 A. No, I don't recall.

24 Q. In July 2003 did you agree to buy a

1 motorcycle?

2 A. I did.

3 Q. And why did you do that?

4 A. Because I was interested in learning how
5 to ride. I was going to take a learn-how-to-ride
6 class.

7 Q. Offered by Boston Harley-Davidson?

8 A. No, they didn't offer it. Beverly Cycles
9 I think it's called.

10 Q. And did you end up taking that class?

11 A. No. I never got out of the office enough
12 to actually go and do it, so...

13 Q. And so did you end up purchasing the bike?

14 A. I didn't.

15 Q. And why was that?

16 A. Because I didn't end up learning how to
17 ride, so I never had the time to.

18 Q. I think Miss Singh asked you a question
19 about some testimony that Sean Walsh said about Ron
20 Buchbaum giving you a list of names in a meeting?

21 A. Uh-huh.

22 Q. She asked you if you remembered that
23 meeting and that exchange of dialogue happening.

24 And I believe the first time she asked you that, you

1 testified no and the second time she asked you that
2 you testified you don't recall. What is your memory
3 about that?

4 A. I don't have a memory. Didn't happen.

5 Q. So you don't remember that happening?

6 A. No.

7 MS. SMAGULA: Okay. That's all I
8 have.

9 MS. SINGH: Just a second.

10 REDIRECT EXAMINATION

11 BY MS. SINGH:

12 Q. Just a couple of more questions for me.

13 A. Okay.

14 Q. You stated just now that in July 2003 you
15 agreed to buy a cycle, right?

16 A. Right.

17 Q. Did you make an agreement with somebody?

18 A. I don't remember who, but I made an
19 agreement to buy one.

20 Q. Okay. Somebody within Cycle-Craft?

21 A. Yes.

22 Q. Okay. So did somebody within Cycle-Craft
23 approach you and ask you to buy a cycle?

24 A. It was known that we were, you know, that

1 there was a big sale going on and we were, you know,
2 eligible to buy a bike at a good price.

3 Q. Okay. And so you told somebody at
4 Cycle-Craft that you wanted to buy a cycle?

5 A. Uh-huh.

6 Q. Okay. Did you look at a specific bike?

7 A. Yes.

8 Q. What was that bike?

9 A. V Rod.

10 Q. And what color was it?

11 A. Silver.

12 Q. And you said that you were interested in
13 learning how to ride a cycle?

14 A. Uh-huh.

15 Q. And you picked out a class that you could
16 take for it?

17 A. Yes. I didn't pick it out, but I knew of
18 classes that I could have gone to. There's a couple
19 of them offered.

20 Q. Okay. So you said in July 2003 there's
21 this sale going on and you agreed to buy a cycle.
22 Did you memorialize that agreement in some way? Did
23 you put it in writing to anyone?

24 A. No, that that I remember, no.

EXHIBIT 30

Deposition of Dianne Bolden, 5/25/2005

1 IN THE CIRCUIT COURT OF MILWAUKEE COUNTY

2 STATE OF WISCONSIN

3 -----
4 CYCLE-CRAFT CO., INC. d/b/a
5 BOSTON HARLEY-DAVIDSON/BUELL,
6

7 vs.

Case No. 04-11402-NMG

8 HARLEY-DAVIDSON MOTOR CO., INC.
9 AND BUELL DISTRIBUTION CO., LLC.,
10

11 Defendant.
12 -----

13
14 Video Deposition of DIANNE BOLDEN

15 Wednesday, May 25th, 2005

16 2:56 p.m.

17 at

18 Gramann Reporting, LTD
19 710 N. Plankinton Ave.
20 Milwaukee, WI

21 Reported by Rose M. Coulthart, RPR
22
23
24
25

Deposition of Dianne Bolden, 5/25/2005

1 it says transfer, correct?

2 A Yes.

3 Q So this would be a limited -- an example of a limited
4 warranty transfer?

5 A Yes.

6 Q And that's separate from the dealer contacting you
7 and telling you they want new information entered
8 into a registration?

9 A Yes.

10 Q What does a dealer have to do to change an SWR?
11 What's the process?

12 A The process is to contact me through a fax, phone.
13 We have a feature on our HD-Net that allows dealers
14 to electronically submit changes.

15 Q So you said phone, fax or HD-Net?

16 A Yes.

17 Q Can they call you or there has to be a written
18 submission?

19 A They call me.

20 Q Um-hmm. But do you need something written after they
21 call you?

22 A Basically, yes.

23 Q Okay.

24 (Exhibit No. 71 marked for identification.)

25 BY MR. NEE:

Deposition of Dianne Bolden, 5/25/2005

1 MR. NEE: Pre-2000.

2 THE WITNESS: I don't think it was a
3 policy. I probably had had lists when I first began
4 to understand and to do it properly.

5 BY MR. NEE:

6 Q Okay. On Exhibit 73, the requested changes from
7 Boston Harley-Davidson?

8 A Um-hmm?

9 Q Would the fact that you had printed this out and
10 written on it and put it in your file indicated that
11 Jamie had an acceptable reason?

12 MR. BERKOWITZ: Objection. You can answer.

13 THE WITNESS: It was common procedure when
14 a dealer called and I printed -- made a print screen
15 and put a name and their -- their system that they
16 used that that was a acceptable reason. Yes.

17 BY MR. NEE:

18 Q Okay. So this would indicate that you had accepted
19 their reason?

20 A Yes.

21 Q Okay. Do you pass along the daily SWR information to
22 accounting, your accounting department at
23 Harley-Davidson?

24 A No.

25 Q Do you know if anyone else within the sales

EXHIBIT 31

VOLUME: I
PAGES: 1 - 95
EXHIBITS: 1 - 18

UNITED STATES DISTRICT COURT

District of Massachusetts

CYCLE-CRAFT CO., INC.)
d/b/a BOSTON)
HARLEY-DAVIDSON/BUELL,)
Plaintiff,)

VS.)

Case No.
04 11402 NMG

HARLEY-DAVIDSON MOTOR)
COMPANY, INC., and BUELL)
DISTRIBUTION COMPANY, LLC.)
Defendants.)

DEPOSITION OF STEPHEN T. VESEY, a witness
called by and on behalf of the Defendants, taken
pursuant to the applicable provisions of the Federal
Rules of Civil Procedure, before Sandra L. Bray,
Registered Diplomate Reporter, CSR Number 103593, and
Notary Public in and for Commonwealth of Massachusetts,
at the offices of Bingham McCutchen, 150 Federal Street,
Boston, Massachusetts, on Wednesday, June 22, 2005,
commencing at 10:01 a.m.

REPORTERS, INC.
GENERAL & TECHNICAL COURT REPORTING
23 Merrymont Road, Quincy, MA 02169
617.786.7783/facsimile 617.786.7723

1 salaries, say, 1995 through 1999, that would
2 include John and Karen Atwood?

3 MS. SMAGULA: Objection.

4 A. That should include only John and Karen.

5 Q. No other officers, to your knowledge?

6 A. There are no other officers.

7 Q. And they were the only two shareholders as
8 well?

9 MS. SMAGULA: Objection.

10 A. Yes, they were the only two shareholders.

11 There may have been a year or two where some
12 of the stock may have been kept inside

13 Mr. Atwood's estate, but they're the only two
14 shareholders, officers.

15 Q. And is Karen Atwood still an owner of
16 Cycle-Craft?

17 A. She owns --

18 MS. SMAGULA: Objection.

19 A. She owns a small percentage of stock.

20 Q. Do you recall what percentage she owns today?

21 A. No.

22 Q. How about at the year end 2004? Do you recall
23 what percentage?

24 A. It's footnoted in the body of the financial

1 statements.

2 Q. Okay. Year end 2004?

3 A. '4.

4 Q. Can you go to Atwood Number 14? I guess on
5 Vesey 85, is that the note you're referring
6 to?

7 A. Yes.

8 Q. So as of year end 2004, John Atwood owned 458
9 shares and Karen Rossi owned the remaining 42
10 shares?

11 A. Yes.

12 Q. And pursuant to the buyout agreement, is
13 Mr. Atwood required to purchase those
14 remaining 42 shares?

15 A. Yes.

16 Q. And that would be by the end of 2005?

17 A. Yes.

18 MS. SMAGULA: Objection.

19 A. Well, there's no timetable for it. She has
20 not been pushing to get the money out. She's
21 very happy to make 6 percent on the interest
22 on this thing. So it may or may not happen at
23 the end of 2005.

24 Q. As of today, she still owns the 42 shares?

EXHIBIT 32

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CYCLE-CRAFT CO., INC.
d/b/a BOSTON HARLEY-DAVIDSON/BUELL,

Plaintiff,

Y.

**HARLEY-DAVIDSON MOTOR COMPANY, INC.
and BUELL DISTRIBUTION COMPANY, LLC,**

Defendants.

CIVIL ACTION
NO. 04 11402 NMG

ANSWERS TO PLAINTIFF'S THIRD SET OF INTERROGATORIES

Defendants Harley-Davidson Motor Company, Inc. and Buell Distribution Company, LLC (collectively "Harley-Davidson") hereby respond to the Third Set of Interrogatories (the "Interrogatories") of Plaintiff Cycle-Craft Co., Inc., d/b/a Boston Harley-Davidson/Buell ("Cycle-Craft") as follows.

GENERAL OBJECTIONS

1. Harley-Davidson's responses shall not be deemed to constitute an admission that any particular document exists, is relevant, or is admissible as evidence or that any statement or characterization in the request is accurate or complete.
2. Harley-Davidson objects to these requests to the extent that they seek documents protected by the attorney-client privilege, the work-product doctrine or are otherwise protected from disclosure.

3. Harley-Davidson objects to any definition, request or instruction that purports to impose any obligation not expressly provided for in the Federal Rules of Civil Procedure or Local Rules.

4. To the extent the Request calls for information or the production of documents Harley-Davidson regards as confidential and/or sensitive business information, Harley-Davidson objects to providing that information until a suitable protective order has been agreed upon by the parties and entered by the Court.

5. Harley-Davidson objects to the definition of the term "material involvement" as vague, particularly to the extent that the term "material" is inherently subjective.

6. Harley-Davidson objects to the definition of the term "adverse action" as overbroad, particularly to the extent that Cycle-Craft has arbitrarily identified certain actions such as "allocation adjustments" and "chargebacks" as "adverse."

7. These general objections are incorporated into each numbered response, as if each general objection was specifically set forth therein.

ANSWERS

INTERROGATORY NO. 25

Please identify and state the basis for each fact or circumstance that you contend establishes, in whole or in part, "good cause" for the termination of the Cycle-Craft dealership under Mass. Gen. Laws Ch. 93B § 5(j).

ANSWER NO. 25

Harley-Davidson objects to this request on grounds that it is vague, ambiguous and overbroad inasmuch as it asks defendant to "state the basis" for a "fact or circumstance." Subject to and without waiving these objections, Harley-Davidson states that Cycle-Craft's falsification of its sales reports to Harley-Davidson, and related material violations of the Harley-Davidson Dealer Agreement and Non-Retail Sales Policy, as set forth in the two April 20, 2004 letters from Jon Flickinger of Harley-Davidson to John Atwood of Cycle-Craft (which are incorporated herein by reference) and efforts by Cycle-Craft to conceal same constitute good cause for termination, pursuant to Mass. Gen. Laws ch. 93B § 5(h) and (j)(7).

In addition, during this litigation, Harley-Davidson has discovered that Cycle-Craft falsified additional sales reports to Harley-Davidson with respect to motorcycles having the following vehicle identification numbers: 1HD1BMY153Y105320, 1HD1GHV193K310865, 1HD1GEV183K318650, 1HD1GEV193K330502, 1HD1BTY1X3Y091568, 1HD1HAZ423K849398, 1HD1HAZ183K843207. Harley-Davidson denies that any other factor enumerated in Mass. Gen. Laws ch. 93B § 5(j) is pertinent to the circumstances of this case. To the extent that other factors are deemed to be pertinent, they do not outweigh Cycle-Craft's material breach of contract; for example, and without limitation, the following facts and circumstances weigh in favor of termination:

- Cycle-Craft's sales performance is insufficient to outweigh its material breaches of the Dealer Agreement. [see § 5(j)(1)]
- Cycle-Craft's investment is insufficient to outweigh its material breaches of the Dealer Agreement. Additionally, Cycle-Craft's investment has been and/or may be recouped. [see § 5(j)(2-3)]
- Any alleged impact on the public welfare is insufficient to outweigh Cycle-Craft's material breaches of the Dealer Agreement. Among other considerations, it is Harley-Davidson's intention to establish a new dealership in the Boston area following termination of the Cycle-Craft Dealer Agreement. [see § 5(j)(4)]
- The adequacy of Cycle-Craft's facilities, equipment, vehicle parts and personnel is insufficient to outweigh Cycle-Craft's material breaches of the Dealer Agreement. Among other things, Cycle-Craft has failed to engage properly qualified personnel by employing as its general manager an individual with prior convictions for fraudulent conduct [see § 5(j)(5)]
- The adequacy of Cycle-Craft's services to the public is outweighed by Cycle-Craft's material breaches of the Dealer Agreement. Additionally, Cycle-Craft has poor Customer Satisfaction Index scores. [see § 5(j)(6)]

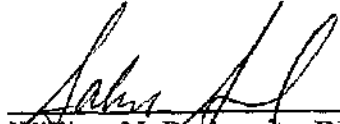
AS TO ANSWERS

I, Gene Ostrom, depose and state that I am the Director of U.S. Field Sales of Harley-Davidson Motor Company, Inc. and I am authorized to sign these Interrogatories on behalf of Harley-Davidson Motor Company, Inc. and Buell Distribution Company, LLC (collectively "Harley-Davidson"). I have read the foregoing Answers to Plaintiff's Third Set of Interrogatories and know their contents; the answers were prepared with the assistance and advice of counsel and employees of Harley-Davidson upon whose information I have relied; the answers set forth herein, subject to inadvertent or undiscovered errors, are based on and therefore necessarily limited by the records and information still in existence, presently recollected and thus far discovered in the course of preparation of these answers; Harley-Davidson reserves the right to make any changes in the answers if it appears at any time that omissions or errors have been made therein or that more accurate information is available; subject to these limitations these answers are true to the best of my knowledge, information and belief. Signed under pains and penalties of perjury this 12th day of July, 2005.



Gene Ostrom
Director of U.S. Field Sales
Harley-Davidson Motor Company, Inc.

AS TO OBJECTIONS:



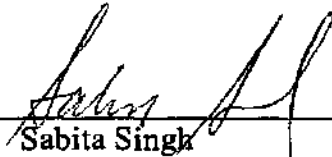
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CERTIFICATE OF SERVICE

I, Sabita Singh, hereby certify that a true copy of the above document was served upon the attorney of record for each other party, listed below, by hand on July 14, 2005:

Angela Buchanan Smagula, Esq.
Goodwin Procter LLP
Exchange Place
Boston, MA 02109



Sabita Singh